



August 27, 1991

Ite Rail Corporation

550 California Street
San Francisco, CA 94104
(415) 984-4200

Hon. Sidney L. Strickland, Jr., Esq.
Secretary
Interstate Commerce Commission
Washington, DC 20423

1-240A039

RECORDATION NO. 10129-4
FILED NO.

Re: Amendment No. 13

SEP 3 1991 -2 40 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

On behalf of Ite Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$15 recordation fee.

Please record this Amendment under the Lease Agreement dated as of July 26, 1978, between Ite Rail Corporation and Minnesota, Dakota and Western Railroad Company, which was filed with the ICC on February 22, 1979, under Recordation No. 10129.

The parties to the enclosed document are listed below:

Ite Rail Corporation (Lessor)
550 California Street
San Francisco, California 94104

Minnesota, Dakota and Western Railroad Company (Lessee)
International Falls, Minnesota 56649

Amendment No. 13 adds to the Lease Agreement fifty-four (54) 60'10", 100-ton, Plate C boxcars bearing reporting marks MDW 6100-6153.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Assistant

SEP 3 2 37 PM '91
NOTICE OPERATING UNIT

Interstate Commerce Commission

Washington, D.C. 20423

9/3/91

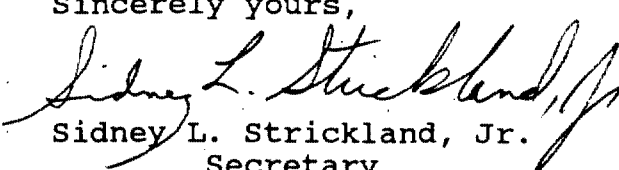
OFFICE OF THE SECRETARY

Patricia Schumacker-Legal Assistant
IteI Rail Corporation
550 California Street
San Francisco, CA. 84104

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/3/91 at 2:40PM , and assigned recordation number(s). 10129-U.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

10/29-11
RECEIVED 10/29/91

SEP 3 1991 -2 40 PM

AMENDMENT NO. 13 TO LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 13 ("Amendment") to that certain Lease Agreement, as amended (the "Agreement"), made as of July 26, 1978 between ITEL RAIL CORPORATION, as successor in interest to Itel Corporation, Rail Division, as lessor ("Lessor"), and MINNESOTA, DAKOTA & WESTERN RAILWAY COMPANY as lessee ("Lessee"), is made as of this 26th day of August 1991 between Lessor and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which Lessor has leased to Lessee a number of boxcars as described on the Equipment Schedules attached to the Agreement (the "Boxcars").
- B. Lessor and Lessee desire to add to the Agreement 54 boxcars bearing the reporting marks and numbers MDW 6100-6153 that are described on Schedule L hereto.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
- 2. The attached Schedule L shall be added to and made part of the Agreement.
- 3. The effective date of this Amendment with respect to each Boxcar described on Schedule L shall be the date on which such Boxcar is remarked to MDW reporting marks.
- 4. Amendment No. 12 dated March 8, 1991, to the Agreement shall apply likewise to Schedule L except that, with respect to the Cars described on Schedule L, the words "5 years" in Subsection 2.A. as amended by Amendment No. 12 shall be replaced by the words "3 years" and the words "Schedule K" in Amendment No. 12 shall mean Schedule L.
- 5. Nothing herein contained shall be deemed (a) to constitute a waiver or otherwise modify, affect or impair any sums due to Lessor or Lessee with respect to any Boxcar, including the Boxcars described on Schedule L, under the terms and conditions of the Agreement, or (b) to constitute a waiver or otherwise modify, affect or impair the power, rights or remedies vested in or available to Lessor or Lessee with respect to any Boxcar under the terms and conditions of the Agreement.
- 6. Except as expressly modified by this or any other Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all cars subject to the Agreement.
- 7. This Amendment may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

Each party, pursuant to due corporate authority, has caused this Agreement to be executed by its authorized officer, and each of the undersigned declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

ITEL RAIL CORPORATION

By: Muel J. Smith
Title: VP SALES
Date: 8/26/91

MINNESOTA, DAKOTA & WESTERN
RAILWAY COMPANY

By: Robert W. Walker
Title: Vice President
Date: 8/19/91

SCHEDULE L

ITEL RAIL CORPORATION hereby leases the following Cars to MINNESOTA, DAKOTA & WESTERN RAILWAY COMPANY pursuant to that certain Lease Agreement dated as of July 26, 1978, as amended.

AAR Mech. Desig.	Description	Reporting Marks and Numbers	Length	Inside Width	Height	Doors Width	No. of Cars
XP	100-Ton, Plate C Boxcars	MDW 6100- 6153	60' 10	9' 6"	11'	12' Sliding	54

Each party, pursuant to due corporate authority, has caused this Schedule K of the Agreement to be executed by its authorized officer, and each of the undersigned declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

ITEL RAIL CORPORATION

MINNESOTA, DAKOTA & WESTERN
RAILWAY COMPANY

By: *Michael A. Smith*
Title: VP Sales
Date: 8/26/91

By: *Robert A. Wallace*
Title: Vice President
Date: 8/19/91